

**NONREIMBURSABLE INTERAGENCY AGREEMENT  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
AMES RESEARCH CENTER  
AND  
DEPARTMENT OF DEFENSE SPACE TEST PROGRAM  
FOR  
DEMONSTRATION OF SMALL SPACECRAFT TECHNOLOGIES**

**ARTICLE 1. AUTHORITY AND PARTIES**

The National Aeronautics and Space Administration Ames Research Center, located at Moffett Field, CA 94035 (hereinafter referred to as "NASA" or "NASA ARC") enters into this Interagency Agreement (hereinafter referred to as "IAA") in accordance with 51 U.S.C. § 20113(e). Department of Defense Space Test Program, Space Systems Command, Development Corps Innovation & Prototyping Directorate, located at 3548 Aberdeen Avenue SE, Kirtland AFB, NM 87117-0001 (hereinafter referred to as "STP"), enters into this IAA in accordance with Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e). NASA and STP may be individually referred to as a "Party" and collectively referred to as the "Parties."

**ARTICLE 2. PURPOSE**

The NASA Space Technology Mission Directorate (STMD) Small Spacecraft Technology (SST) Program and Flight Opportunities Program (FOP) and the Space Test Program (STP) Division (DCIS) will collaborate on demonstrating small spacecraft technologies by integrating DCIS' Nanosatellite Launch Adapter System (NLAS) cubesat deployers and payloads to an SST spacecraft for flight opportunities to support technology demonstration activities of mutual interest.

**ARTICLE 3. RESPONSIBILITIES**

A. NASA ARC will use reasonable efforts to:

1. Establish Technical Interchange Meetings (TIMs) with STP to identify and select STP payloads of mutual interest as candidates for technology demonstration flight campaign.
2. Establish TIM to review candidate STP payload on a compatible SST/FOP Technology Demonstration Campaign.
  - a. Develop and provide an SST Interface Control Document (ICD) to STP payload providers.
3. Establish TIMs for technology demonstration mission operations planning for hosted STP and SST/FOP technology development collaborations.
  - a. Develop payload integration plans and planning schedules.
  - b. Develop payload technology demonstration data requirements.
4. Receive and maintain NLAS deployers
  - a. Receive deployers and place in bonded stores.
  - b. Inspect and prepare NLAS deployers for technology demonstration missions.
5. Technology Demonstration Support

- a. Integrate and test STP payload into SST spacecraft or FOP flight opportunity.
- b. Integrate and test SST spacecraft into cubesat deployer or FOP payload accommodations interface.
- c. Support launch vehicle integration and test activities.
- d. Operate payload according to plans developed during preceding technology demonstration mission planning TIMs.
- e. Download flight data and provide data to STP according to plans developed during preceding technology demonstration mission planning TIMs.

B. STP will use reasonable efforts to:

1. Provide NLAS cubesat deployers to SST.
  - a. Provide NLAS ICDs.
2. Provide STP payload Point of Contact who will support STP payload assessments.
  - a. Assist in completion and verification of NASA SST/FOP ICDs.
  - b. Provide payload operations documentation and payload data requirements support.
3. Provide assistance to NASA SST in identifying launch accommodations for technology demonstration activities of mutual interest.
  - a. Arrange launch accommodations that will support joint SST and STP technology demonstration mission requirements of mutual interest.
  - b. Represent both STP and NASA missions of mutual interest at U.S. Space Force launch selection board.
4. Provide technical support during pre-launch and launch activities.

#### ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows:

<b>Milestone</b>	<b>Estimated Completion Date</b>
STP delivers Nanosatellite Launch System (NLAS) dispensers to NASA	1 month after Effective Date
Technical Interchange Meetings (TIM) between NASA and STP	Quarterly

#### ARTICLE 5. FINANCIAL OBLIGATION

There will be no transfer of funds between the Parties under this IAA and each Party will fund its own participation. All activities under or pursuant to this IAA are subject to the availability of funds, and no provision of this IAA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

#### ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this IAA is estimated based upon the Parties' current understanding of the projected availability of its respective goods, services, facilities, or equipment. In the event

that either Party's projected availability changes, NASA or STP, respectively, shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's and STP use of its own goods, services, facilities, or equipment shall have priority over the use planned in this IAA.

#### ARTICLE 7. LIABILITY AND RISK OF LOSS

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this IAA.

#### ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

NASA and STP agree that the information and data exchanged in furtherance of the activities under this IAA will be exchanged without use and disclosure restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this IAA or agreed to by NASA and other Federal Agency for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

#### ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - HANDLING OF DATA

- A. In the performance of this IAA, NASA or STP (as "Disclosing Party") may provide the other Party (as "Receiving Party") with:
  - 1. Data of third parties that the Disclosing Party has agreed to handle under protective arrangements or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) ("Third Party Proprietary Data"), or
  - 2. Government data, including software, the use and dissemination of which, the Disclosing Party intends to control ("Controlled Government Data").
- B. All third party proprietary data and controlled government data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.
- C. Disclosing Party provides the data below to Receiving Party. The lists may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the data.
  - 1. Third Party Proprietary Data: The Disclosing Party's third party proprietary data, if any, will be identified in a separate technical document.
  - 2. Controlled Government Data: The Disclosing Party's controlled government data, if any, will be identified in a separate technical document.
  - 3. NASA software and related data will be provided to Partner under a separate Software Usage Agreement (SUA). STP shall use and protect the related data in accordance with this Article: None
- D. For such data identified with a restrictive notice pursuant to paragraph B of this Article, including data identified in an accompanying funding document, Receiving Party shall:
  - 1. Use, disclose, or reproduce such data only as necessary under this IAA;
  - 2. Safeguard such data from unauthorized use and disclosure;

3. Allow access to such data only to its employees and any related entity requiring access under this IAA;
  4. Except as otherwise indicated in D.3., preclude disclosure outside Receiving Party's organization;
  5. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any related entity with access about their obligations under this Article; and
  6. Dispose of such data as Disclosing Party directs.
- E. If the Parties exchange data having a notice deemed ambiguous or unauthorized by the Receiving Party, it should tell the providing Party. If the notice indicates a restriction, the Receiving Party must protect the data under this Article unless otherwise directed in writing by the Providing Party.
- F. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of data provided under this IAA that is:
1. Known or available from other sources without restriction;
  2. Known, possessed, or developed independently, and without reference to the proprietary data;
  3. Made available by the owners to others without restriction; or
  4. Required by law or court order to be disclosed. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the data.

#### ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

Unless otherwise agreed upon by NASA and STP, custody and administration of inventions made (conceived or first actually reduced to practice) under this IAA will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties (including by employees of an Party's contractors or subcontractors for which the U.S. Government has ownership), the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

#### ARTICLE 11. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or STP may, consistent with Federal law and this IAA, release general information regarding its own participation in this IAA as desired. Insofar as participation of the other Party in this IAA is included in a public release, NASA and STP will seek to consult with each other prior to any such release, consistent with the Parties' respective policies. Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that, if this IAA is entered into pursuant to NASA's 51 U.S.C. §20113(e) authority, this IAA will be disclosed, without

redaction, in accordance with the NTAA.

#### ARTICLE 12. TERM OF AGREEMENT

This IAA becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the effective date, whichever comes first.

#### ARTICLE 13. RIGHT TO TERMINATE

Either Party may unilaterally terminate this IAA by providing thirty (30) calendar days written notice to the other Party.

#### ARTICLE 14. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this IAA, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" and related clauses shall survive such expiration or termination of this IAA.

#### ARTICLE 15. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this IAA.

##### Management Points of Contact

###### NASA Ames Research Center

Nahri Ahn  
Agreement Manager  
Moffett Field, CA 94035  
Phone: 650-604-1179  
nahri.i.ahn@nasa.gov

###### Department of Defense Space Test Program

Lonny Webb  
Chief, Mission Design  
3548 Aberdeen Avenue SE  
Kirtland AFB, NM 87117  
Phone: 505-846-8895  
lonny.webb.1@spaceforce.mil

##### Technical Points of Contact

###### NASA Ames Research Center

Elwood Agasid  
Deputy Program Manager  
Moffett Field, CA 94035  
Phone: 650-604-0558  
elwood.f.agasid@nasa.gov

###### Department of Defense Space Test Program

Michael Marlow  
Technical Director  
3548 Aberdeen Avenue SE  
Kirtland AFB, NM 87117  
Phone: 505-846-1709  
michael.marlow@spaceforce.mil

#### ARTICLE 16. DISPUTE RESOLUTION

All disputes concerning questions of fact or law arising under this IAA shall be referred by the claimant in writing to the appropriate person identified in this IAA as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and STP will consult and attempt to resolve all issues arising from the implementation of this IAA. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this IAA, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute. As applicable, disputes will be resolved pursuant to The Department of the Treasury's Intragovernmental Transaction Guide (Treasury Financial Manual, Vol. 1, Chapter 2, Part 4700, Appendix 10 (hereinafter, the "Intragovernmental Transaction Guide")).

#### ARTICLE 17. MODIFICATIONS

Any modification to this IAA shall be executed, in writing, and signed by an authorized representative of NASA and the STP.

#### ARTICLE 18. APPLICABLE LAW

U.S. Federal law governs this IAA for all purposes, including, but not limited to, determining the validity of the IAA, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

#### ARTICLE 19. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

#### ARTICLE 20. SIGNATORY AUTHORITY

Approved and authorized on behalf of each Party by:

**NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
AMES RESEARCH CENTER**

BY: \_\_\_\_\_  
Jaya Bajpayee  
Director of Programs & Projects

DATE: \_\_\_\_\_

**SPACE SYSTEMS COMMAND,  
DEVELOPMENT CORPS, INNOVATION  
& PROTOTYPING DIRECTORATE,  
DEPARTMENT OF DEFENSE SPACE  
TEST PROGRAM**

BY:   
CARLOS A. QUINONES, Colonel, USAF  
Director, DoD Space Test Program

DATE: 22 Feb 22